

**Maine Department of Inland Fisheries & Wildlife
License & Registration Agent Agreement**

THIS AGREEMENT is by and between the Maine Department of Inland Fisheries & Wildlife Department (hereinafter referred to as the “Department” or “IF&W”) and (owner, manager, or municipal agent name) representing (Business, Agency, or Municipality name)(hereinafter referred to as the “Agent” located at (ADDRESS).

WHEREAS, IF&W is duly authorized by the Maine Legislature to issue hunting, fishing & trapping license and permits and to issue registrations for watercraft, all-terrain vehicles, and snowmobiles; and

WHEREAS, this agent has agreed to act as an agent of the Department to sell these licenses, permits, and registrations;

NOW, THEREFORE, the Department and the Agent, in consideration of the promises and covenants as described below, do agree as follows:

BASIC REQUIREMENTS FOR ALL AGENTS

1. The agent agrees to sell and/or issue licenses, permits, and registrations which the agency is authorized to process to all individuals seeking these documents during the agency’s business hours. Municipalities may choose to issue license and registrations only to residents of that municipality; however, the municipality must notify the Department in writing of this exception and clearly post a notification at the sales site.
2. The agent accepts full responsibility for any employees, clerks, or individuals that have access to license and registration systems and supplies.
3. The agent agrees to insure that IF&W customers will receive timely, helpful, and courteous service by all clerks servicing customers within the agency.
4. The agent agrees to insure that all clerks issuing authorities for the agency will follow the policies and procedures established by the Department. The Department will update User Guides regularly so agents will have the most current policy and procedure rules.
5. The agent agrees to complete all mandatory training requirements deemed necessary by the Department. If the agent or a clerk within the agency is not issuing authorities according to the policies and procedures of the Department, remedial training may be mandated.
6. The agent agrees to collect the appropriate fees for the licenses and charge only the agent fees allowed by law.
7. The agent agrees to acknowledge receipt of inventory items received from the Department and accept the financial responsibility for those items. The agent will make every attempt to maintain an adequate supply of inventory items required for licensing and registration issuance. The Department reserves the right to limit inventory supplies based on prior sales or other related facts known to the Department.
8. Any agent outside of the state of Maine will provide and maintain a bond that guarantees payment to the Department in the event of Agent default. The value of the bond will be a minimum of \$10,000 and the bond will be issued by a surety company satisfactory to the Department.
9. An agent will promptly notify the Department of any changes including but not limited to change of address, phone number, banking information, business hours, or anticipated changes in business ownership/change of agent. The sale of a business will require closeout of the agency. New owners must apply as a new agent.

10. An agent agrees to assist customers and the Department to promote new license/registration opportunities or discount packages.
11. An agent agrees to distribute hunting/fishing/trapping/registration guides and other compliance/education/safety materials provided by the Department, according to guidelines established by the Department.
12. An agent must allow at any reasonable time an authorized IF&W employee or representative to inspect any materials furnished by the Department and to audit any of the Agent's records and accounts that relate to the terms of the Agreement.
13. An agent other than a municipality must demonstrate creditworthiness by allowing the Department to perform credit checks with any credit organization and provide any other supplemental information deemed necessary by the Commissioner.
14. Agent agreements are not transferable or assignable to another person, location, business or corporation, except in the case of a municipality in good standing with the Department. Such a municipality will be allowed to transfer the municipal account to a new agent upon submission of the materials deemed necessary by the Commissioner.
15. An agent agrees that money collected from the sale of licenses, permits, or registrations belongs to the State of Maine and will never be used for any business or personal purpose by the agent.
16. An agent must agree to the following agent agreement periods and termination of agent services requirements:
 - a. An agent's agreement will be terminated in any of the following events:
 - i. The agent no longer wishes to act as a sales agent at the designated sales location, in which case the agent must notify the Department and immediately return all materials and supplies provided by the Department as part of the agent sales program and transfer all monies owed to the Department.
 - ii. The agent sells or leases the business to another party or otherwise attempts to transfer or assign the agreement.
 - iii. The agent fails to comply with pertinent laws, rules, policies, or performance standards as determined by the commissioner.
 - iv. The agent fails to submit timely reports, payments, or inventory return items as required in the User Manual.
 - v. Changing conditions, circumstances, or legal requirements as determined by the Commissioner.
 - vi. Low volume of sales by the agent as determined by the commissioner.
 - b. When the commissioner determines that an agency agreement will be terminated, the commissioner will notify the agent in writing. Immediately upon termination of the agreement, the agent must return all materials, records, and supplies provided by the Department as part of the agent sales program, and shall remit any remaining balance of moneys owed to the Department. In this regard, the agent shall follow any directions provided by the commissioner. The commissioner's notice shall explain the reason for the termination of services. If the agent wishes to contest the termination, the agent must appeal to the commissioner in writing within 10 days, specifying all areas of disagreement with the notice. The agent may supplement the appeal with written statements. After reviewing the appeal, the commissioner may decide to take no further action, maintaining the original termination; or the commissioner may modify the termination in any manner determined to be appropriate in the commissioner's discretion. Pending the determination, the original termination will remain in effect and the agent will be suspended from the program. The commissioner's determination is final.

An agent will comply with all reporting and payment requirements as follows:

1. Electronic Business Agents

All electronic agents will be billed on a weekly basis for sales completed during the previous seven accounting days. This seven-day period will be considered the agent's reporting period. Agents will provide the Department with access to a bank account where the Department monies covering sales will be deposited. The weekly electronic invoice will indicate the amount to be electronically withdrawn from the bank account. The agent will have 4 business days after the bill is initiated to review the invoice and dispute any charges. If the charges are not disputed during those 4 days, the Department will initiate an electronic transaction to remove the amount of money owed the Department from the agent's bank account. If the agent disputes the amount of the bill and the dispute cannot be resolved during the 4 days, the Department will set aside the transaction in dispute and electronically withdraw for the remainder of the funds. The Department and the Agent will continue to work to resolve the disputed transaction, subject to final determination by the commissioner. Upon resolution, any appropriate transaction amount will be included in the next electronic invoice and withdrawal. If the electronic withdrawal of funds is rejected by the bank for insufficient funds, the agency will be considered delinquent. If the agent does not provide the proper account number and the withdrawal is rejected, the agency will be considered delinquent.

2. Electronic Municipal Agents

All electronic agents will be billed on a weekly basis for sales completed during the previous seven accounting days. Municipalities will be allowed to establish a reporting period based on sales volume and the warrant process. Agents are encouraged to make payments when billed. A municipality that sells over 500 licenses or registrations annually will be expected to submit payments on a weekly basis. However, a municipality that sells between 200-500 licenses or registrations will be expected to submit payments on a bi-weekly basis. A municipality that sells less than 200 licenses or registrations will be expected to submit payments monthly. Payments must be submitted within 5 business days of the close of the reporting period.

Municipal Agents will select a payment method on the Agent Application. The payment methods allowed are electronic funds transfer initiated by the Department, electronic funds transfer initiated by the municipality, or check.

3. Manual Agents

- a. All manual agents with sales of 500 or more licenses or registration per years will report license and registration transactions by the 5th and the 20th of each month using forms provided by the Commissioner. The report due on the 5th will include sales from the 16th through the end of the previous month. The report due on the 20th will include sales from the 1st through the 15th of the current month. Manual agents with sales of less than 500 licenses or registrations per year will be required to report the same as described above from September through December sales. For the months of January through August, these lower volume agents will report license and registration sales for the previous month by the 5th of each month on report forms provided by the Commissioner.
- b. Agent reports submitted to the Department must contain a copy of each sales transaction and all supporting documents, along with all fees due the Department to cover the sales value. The agent will make payments by check. If no sales occur during a reporting period, the agent must declare that by submitting a No-Sales Report.
- c. If sales are reported outside of the proper reporting period, the agent will be considered delinquent for the reporting period when the sales occurred. If the Department, within 5 days after the required submission date, does not receive a

report, the agent will be considered delinquent. If agent's check is not submitted for the appropriate amount or is returned for insufficient funds or any other reason, the agent will be considered delinquent.

The terms of this agreement are subject to change upon prior notice by the Department. The contract will be effective when executed by the Department.

I, the undersigned, have read, understand and agree to the conditions of this Agreement.

Agency Name

Agency Location

Print Owner/Agent Name

Signature (Owner/Agent)

Signature Date